

AFFILIATION AGREEMENT

BETWEEN

And

RUSH UNIVERSITY MEDICAL CENTER

RE: Clinical Education in Audiology

THIS AGREEMENT ("Agreement") is made and entered into as of _____, 200____ ("Effective Date"), by and between _____ ("Affiliate"), located at _____ and Rush University Medical Center /Rush College of Health Sciences ("Rush"), located at 600 S. Paulina, Chicago, IL 60612.

WHEREAS, the Rush Department of Communications Disorders and Sciences sponsors a Doctor of Audiology Program through which students ("Students") become eligible for the *CCC-SLP* credential; (each a "Program"); and

WHEREAS, the Program wishes to provide its audiology students ("Students") with clinical training experiences ("Experiences") at the Affiliate; and

WHEREAS, the Experiences shall enable Students to develop clinical skills and obtain professional guidance.

NOW, THEREFORE, the Affiliate and Rush ("the Parties") agree as follows:

I. DEFINITIONS

- A. "Affiliate Supervisor" is the Affiliate staff member who shall coordinate, direct and oversee the Experiences.
- B. "ASHA" is the American Speech-Language Hearing Association, the nationally recognized credentialing, professional and scientific association for speech-language pathologists.
- C. "HIPAA" is the *Health Insurance Portability and Accountability Act of 1996* (as amended), together with all rules and regulations established thereunder.
- D. "Rush Coordinator" is the Rush faculty member who shall define, coordinate and monitor the Experiences.

II. THE EXPERIENCES

- A. The Parties, via the Affiliate Supervisor and Rush Coordinator, shall:
 - 1. Agree on a clinical instruction plan ("Plan") to be developed by Rush, which shall delineate the objectives of the Experience.
 - 2. Concur on the start/end date, design, duration and implementation of each Experience.

3. Meet periodically (in person or by phone) to review each Student's performance and to evaluate and, if necessary, modify the Plan.
 4. Provide each other with appropriate certification for relevant personnel upon request and notify one another of any changes in the employment or status of key personnel.
- B. Each Party agrees that Students shall only perform patient services for educational value as *trainees*, under appropriate supervision by the Affiliate's licensed personnel. Services shall be billed under the auspices of the Affiliate or the Affiliate Supervisor, as appropriate. The foregoing, however, does not preclude the Affiliate from granting any Audiology Student a reasonable stipend and/or employing him/her outside the scope of the Experience.
- C. Rush shall retain ultimate control over the Experiences, Programs, academic affairs of Students and evaluation of the Student's performance.
- D. Rush agrees that each Student shall:
1. Comply with each Party's policies and procedures – including Rush's *Statement on Academic Honesty* and *Statement on Student Conduct* (available via the Internet at www.rushu.rush.edu/univ/honest.html and www.rushu.rush.edu/bulletin/studcond.html).
 2. Have completed the Program's prerequisite didactic curriculum.
 3. Not publish material specifically relating to his/her Experience without the Affiliate's consent.
 4. Provide proof of health insurance and compliance with the Illinois *College Student Immunization Act*, i.e., a negative TB test and immunizations for diphtheria (2 doses), Hepatitis-B (or written declination), measles (two doses), mumps, rubella and tetanus.
- E. The Affiliate Supervisor shall provide the Students with an initial orientation and shall:
1. Meet with each Student to review his/her Experience at least once during the first week and periodically thereafter as appropriate.
 2. Provide the Rush Coordinator with a final written evaluation of each Student's performance.
- F. With respect to the Student's, the Affiliate shall provide appropriate clinical facilities, an explanation of its relevant policies and procedures, and emergency medical care, billed through customary means, at the Student's expense. Affiliate shall have the right to take corrective action against each Student in its sole (but reasonable) discretion.
- G. The Affiliate shall permit inspection of its facilities and records by Rush and/or its accreditation agencies.
- H. Each Party shall:
1. Comply with applicable law/regulations and maintain its relevant accreditation/license(s).
 2. Take reasonable measures to prevent the unauthorized disclosure of the other's confidential information.
- I. Either party may terminate an Experience on the basis of a Student's academic performance, health or other reasonable cause.

- J The term of this Agreement shall be for a period of five (5) years. Either Party may terminate this Agreement (i) If the other fails to remedy the material breach of any term herein, following 30 days notice thereof, or (ii) upon ninety (90) days notice.

III. ADDITIONAL TERMS

- A. **Compliance.** For the purpose of HIPAA, if the Affiliate is a "Covered Entity" then pursuant to 45 C.F.R. §160.103, a Student, during his/her Experience, is part of the Affiliate's "Workforce." If later required by HIPAA/applicable law, the Parties shall execute a Business Associate Agreement in connection herewith.
- B. **Entire Agreement.** This Agreement shall supersede any previous understanding between the Parties relating to the Experiences.
- C. **Fax.** The Parties may execute and deliver this Agreement by fax as if it were an original document with original signatures.
- D. **Insurance.** Each Party shall maintain reasonable levels of general and professional liability insurance with minimum coverage levels of \$1,000,000 per occurrence and \$3,000,000 annual aggregate and shall provide evidence of such insurance to the other party upon request. Rush's insurance does not and shall not apply to the employment of (or any services performed by) a Student outside the scope of his/her Experience.
- E. **Liability.** Neither Party shall be liable for an act of the other unless a court of competent jurisdiction imposes such liability, or failure to fulfill an obligation hereunder due to any cause beyond its reasonable control.
- F. **Notice.** Any notice relating to this Agreement shall be sent to the respective Party at the address below:

To: AFFILIATE

To: RUSH

Joanne Schupbach, M.S., M.A.
Clinical Education Coordinator
Dept. of Communication Disorders & Sciences

Rush University Medical Center

600 South Paulina, Suite 1016A

Chicago, IL 60612

With a copy to:

General Counsel
Office of Legal Affairs
Rush University Medical Center
1700 West Van Buren Street, Suite 301
Chicago, IL 60612

- G. **Exclusion.** Affiliate shall immediately notify Rush in the event that Affiliate becomes an excluded individual from a federal health care program.

IN WITNESS WHEREOF, each Party, duly authorized, has entered into this Agreement as of the day and year first above written.

AFFILIATE

RUSH UNIVERSITY MEDICAL CENTER

By: _____

By: _____

Name: _____

Name: David C. Shelledy, Ph.D., RRT

Title: _____

Title: Dean, College of Health Sciences

Date: ____/____/200__

Date: ____/____/200__